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GEN 16890

AGREEMENT BETWEEN

THE CITY OF OSWEGO

AND

SERVICE EMPLOYEES

INTERNATIONAL UNION

LOCAL 200-United

January 1, 2003 through December 31, 2006

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Agreement made by and between the City of Oswego ("City") and Service Employees' International Union, Local 200-United, AFL-CIO ("Union")

PREAMBLE

It is the policy of the City to continue harmonious and cooperative relationships with the employees of the City. This policy is effectuated by the provisions of the Public Employees' Fair Employment Act granting employees the rights of organization and collective representation concerning the determination of the terms and conditions of their employment.

The purpose of this Agreement is to promote and maintain good relations between the City, the Union, and the employees represented by the Union and to make clear the basic provisions upon which such relations depend. It is the intent of the Employer and the Union to work together to provide mutually satisfactory terms and conditions of employment as well as to adjust misunderstanding or grievances related to the employment arising hereunder.

ARTICLE I

RECOGNITION AND UNCHALLENGED REPRESENTATION

1.1 Recognition

- a. The City, pursuant to the certification of the Public Employment Relations Board, recognizes the Union as the exclusive representative for collective negotiations with respect to salaries, wages, hours, administration of grievances, and other terms and conditions of employment of employees serving in positions in the unit.
- b. The unit shall consist of the employees as listed in Article 28.
- c. Excluded from the unit shall be all part-time (twenty 20) hours or less) employees, all seasonal, and temporary (six (6) months or less regardless of hours per week), and all other employees of the employer. An employee considered a temporary who works a period exceeding six (6) months will be considered a bargaining unit employee. Part-time employees will not be used to displace bargaining unit positions. Part time (20 hours or less) employees, seasonal and temporary (six (6) months or less regardless of hours worked) and all other employees of the employer shall not be used to displace bargaining unit employees' overtime opportunities, when practical and within operational needs.
- d. In the event the City wishes to create a new job classification or position, it will first notify the Union of its intention. Upon request, the City will provide the Union information on the new classification or position including title, job description, pay grade, Civil Service status, and any other information necessary to complete negotiations.

Any such newly created position or classification shall be negotiated by the parties with respect to inclusion in the bargaining unit and shall be subject to the terms of this Agreement if included. If the parties cannot reach an Agreement through negotiations, the union may submit the matter to advisory arbitration in accordance with the procedures set forth in Article 8, beginning at Step 2.

- e. The City will notify and discuss with the Union changes in job descriptions. If the union does not agree with the changes, it may demand impact bargaining, and the parties will engage the impact bargaining process.

1.2 Unchallenged Representation

The City and the Union agree, pursuant to Section 208 of the Civil Service Law, that the Union shall have unchallenged representation status for the maximum period permitted by law.

1.3 Report of Personnel Change

The City agrees to provide the union divisional president with a copy of the Report of Personnel Change form when employees are hired and/or have a change of position.

ARTICLE 2

SALARY AND WAGES

- 2.1 Employees covered by this agreement shall be paid pursuant to the salary schedule 28.2 and 28.3.

Effective and retroactive to 1/1/03: 2.0% (actual dollars not payable until first Payroll of 2006);

Effective and retroactive to 1/1/04: 2.0%

Effective and retroactive to 1/1/05: 2.0%

Effective 1/1/06: 3.0%

ARTICLE 3

MANAGEMENT RIGHTS

- 3.1 The Employer retains the sole right to manage its business and services and to direct the working force, including the right in its discretion to subcontract or transfer work, to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, process and means used in operating its business and services and the control of buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services; to determine whether and to what extent the work required in operating

its business and supplying its services shall be performed by employees covered by this Agreement; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend, and discharge employees for just cause; to hire, lay off, assign, transfer, promote and determine the qualifications of employees, to determine the schedule of its various departments, and to determine the starting and quitting time and the number or hours to be worked, to take any and all actions as may be necessary to carry out the mission of the City in situations of civil emergency as may be declared by the Mayor; the right to determine the City's mission, policies, and to set forth all standards of services offered to the public, which includes the standards of services offered to the public, when includes the methods, means, hiring and number of personnel needed to carry out the City's mission. This Article shall be subject to such regulations governing the exercise of these rights provided in this Agreement and provided by law. The above rights of the Employer are not inclusive but indicate the type of matters or rights which belong to and are inherent to the employer.

Any and all rights, powers and authority the Employer had prior to entering into this Agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

ARTICLE 4

UNION SECURITY

- 4.1 All employees who have completed their probationary period, shall as a condition of employment either become members of the Union or pay an agency shop fee equivalent to the uniform monthly dues and fees required of Union members.

ARTICLE 5

DUES CHECK-OFF AND COPE DEDUCTIONS

- 5.1 Weekly Deductions

Any employee who so desires may have the City deduct on a weekly basis an amount equal to the employee's monthly dues prorated on a weekly basis or agency shop fees and scholarship assessments for members only from such employee's pay. Request for deduction of dues and other fees must be signed by the employee on the form annexed hereto as Appendix A.

The Union agrees to indemnify the City and hold harmless the City regarding any claims and suits pertaining to agency shop deductions. This includes legal fees and other expenses and costs incurred in defending such claims and suits in any forum, and any judgment or award resulting therefrom.

- 5.2 Remission of Dues Deduction List to SEIU

Upon request by the City of an employee's signed authorization, the City will deduct weekly

from the employee's pay the monies specified in Section 5.1 and remit same together with a list of the names of employees from whose earnings the deductions were made to Local 200, General Service Employees, S.E.I.U., AFL-CIO, on or before the 15th day of each month following the month in which deductions were made.

5.3 Certification of Monthly Dues

The Union shall certify in writing and submit to the Employer the amount of regular monthly dues, initiation fees, and scholarship assessments for members only to be deducted under the provisions of this Article. Any changes in the amounts to be deducted shall also be certified in writing to the Employer.

5.4 List of Bargaining Union Members

Effective January 1st and July 1st of each calendar year, the Employer will supply to the Union a complete list of bargaining unit employees including their date of hire, classification and address.

5.5 COPE Deductions

The Employer agrees to honor requests from employees to have voluntary contributions to the Local 200-United, SEIU Committee on Political Education deducted from their pay. These requests for COPE deductions must be signed by the employee on the form annexed hereto as Appendix B.

5.6 Transmission of COPE Deductions

The Employer shall transmit all COPE deductions to Local 200-United with the dues check-off on or before the 15th day of the month following the month in which the deductions were made. The form must indicate which employees made the COPE deductions.

5.7 List of Newly Hired Employees

The City agrees to provide monthly a list of newly hired bargaining unit employees including their date of hire, classification and address.

ARTICLE 6

UNION VISITATION

6.1 Access to Union Employees

Union staff representatives shall, on an exclusive basis, have access to employees during

working hours to process grievances, explain Union membership, services, and programs under mutually developed arrangements with supervisors. Any such arrangements shall insure that such access shall not interfere with work duties or work performance.

6.2 Supervisor Arrangements

Supervisors may make reasonable and appropriate arrangements with the Union whereby it may advise employees of additional availability of Union representatives for consultations during non-working hours concerning Union membership, services and programs.

ARTICLE 7

LABOR-MANAGEMENT COMMITTEE

7.1 Committee Members

The Committee shall have no more than three employee members and one staff representative. The numbers and positions of the City representative(s) shall be determined by the subjects to be discussed.

7.2 Meetings

Labor management committee meetings shall be held on an as needed basis as requested by either party. The time and place of meetings and the agents of each meeting shall be mutually determined.

7.3 Committee Agenda

The Committee shall confine its agenda to terms and conditions of employment, except that no discussion shall be the subject of any grievance pending or being processed unless mutually agreed to in writing and, further, except that discussion of the Committee shall not be deemed to require collective negotiations.

7.4 Meetings During Working Hours

If Committee meetings take place during working hours, an employee in attendance shall not suffer loss of pay. The Union will notify the City in advance which employee(s) will attend such meetings.

7.5 Labor-Management Safety Committee

- a. In the event of a complaint from an employee arising out of the provisions of Section 7.6, the Labor-Management Committee shall constitute itself as a Labor-Management Safety Committee by selecting an equal number of union and management members not to exceed three each. The management member(s) shall include at least one (1) member having an official function to review safety matters.
- b. The Committee shall hear the complaint and notify the Mayor or his designee of its determination.
- c. The provisions of this section shall not preclude the Labor-Management Committee from periodic review(s) of safety matters in the absence of an employee complaint, arising under Section 7.6.

7.6 Safety Complaint

- a. If an employee alleges equipment he is assigned to operate or condition(s) he works under during his tour of duty is unsafe, he will notify his immediate supervisor of his complaint and refuse to work.
- b. The Department Head, or his designee, shall in such event elect one of the following options and so notify the employee: (1) dismiss the employee for a period not to exceed the remainder of that work day and the following day, or, (2) temporarily redeploy the employee to another work duty. In either event, the Department Head, or his designee, shall immediately notify the City of his action and the City shall without delay call for a scheduling of the Labor-Management Safety Committee in accordance with the provisions of Section 7.5, Subsection (a).
- c. The City shall also without delay initiate an investigation of the allegation of unsafe equipment, such investigation to be carried out by a designated safety official. The report of such investigation shall be made available to the committee established pursuant to the provisions of Section 7.5.
- d. Nothing in this Article shall prohibit the City from exercising its right to discipline an employee if, in its judgment, there is substantial reason to believe the allegation by the employee is unfounded.
- e. In the event the Labor-Management Safety Committee cannot reach a determination, the issue may be appealed to the Mayor, or his designee, who shall not have been a voting member on the issue in question. If the Labor-Management Safety Committee or the Mayor or his designee find in favor of the employee, the employee shall suffer no loss of pay for any hours or days he may have been dismissed from work as a result of the application of the provisions of Section 7.6, Subsection (b); however, an unsubstantiated claim shall result in loss of pay equal to the time the employee is absent from work.

- f. All employees will participate in agreed upon effective safety programs organized by the Employer, wear protective clothing and use protective equipment and devices provided by the Employer.
- g. Willful violation of safety rules will be cause for disciplinary action.

ARTICLE 8

ADMINISTRATION OF GRIEVANCE PROCEDURE

The following section outlines the grievance procedure negotiation between SEIU Local 200 and the City of Oswego.

8.1 Definition

A grievance is a dispute concerning the interpretation application or claimed violation of a specific term or provision of this Agreement.

8.2 Step I

The employee with or without the Union shall present the grievance orally to his Department Head not later than five (5) working days after the date on which the act or omission giving rise to the grievance occurred, or five (5) working days after the employee could reasonably have known of such act or omission. The Department Head shall reply to the grievance within five (5), working days after the oral discussion.

8.3 Step II

In the event a grievance is unresolved at Step 1, the employee and/or the Union within five (5) working days following receipt of the Department Head's Step 1 reply shall reduce the grievance to writing on a form supplied by the City and submitted to the Mayor or his designee. Not less than five (5) working days after the receipt of the written grievance, the Mayor or his designee will convene a meeting between the parties for the purpose of discussing the grievance. Within seven (7), working days after this discussion, the Mayor or his/her designee will deliver to all parties a written answer to the grievance.

8.4 Arbitration

If the grievance is unresolved at Step 2, the Union has thirty (30) calendar days to submit the dispute in writing to the City and to a mutually agreed upon arbitration or, if none, to the American Arbitration Association in accordance with its voluntary rules for Arbitration.

- a. The demand for arbitration shall identify the grievance, the department, the employee or employees involved, and the Agreement provision in dispute.
- b. At least five (5) working days prior to the arbitration hearing, the City and the Union shall meet to frame the issues to be submitted to the arbitrator and to review the facts of the matter in an effort to expedite the hearing.
- c. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement and shall confine his decision solely to the application or interpretation of this Agreement. The arbitrator shall not be required to rule on, consider, or decide: (1) any issue of job classifications; (2) the management right to assign work within a job classification; (3) the discipline or discharge of probationary, temporary or provisional employees; (4) pay scales; (5) wage rates.
- d. The arbitrator shall confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him nor shall he submit observations or declarations of opinion which are not essential in reaching his determination.
- e. The fees and expenses of the arbitrator shall be shared equally between the parties. Each party shall bear the cost of preparing its own case.

8.5 Miscellaneous

- a. "Working day" shall mean Monday through Friday excluding holidays.
- b. The failure of the City to meet deadlines specified herein shall permit advancing the matter to the next step. The failure by the grievant or the Union to file an appeal within the time limits specified shall be deemed to be a settlement of the grievance.
- c. The parties may mutually agree in writing to extend any of the time limits provided by this Agreement.
- d. A settlement of or an award upon a grievance may not be retroactive prior to the act or omission giving rise to the grievance.

ARTICLE 9

DISCIPLINE

9.1 Competitive Class Employees

Competitive Class Employees shall be subject to Civil Service Procedures including Section 75 and may be represented by a person of his own choice.

9.2 Non-Competitive Class Employees and Laborers

- a. Non-competitive class employees and laborers shall have the right to process any grievance relating to discipline through the Grievance Procedure beginning at Step 2. They shall also have the right to Union representation at any stage of a disciplinary action, and shall only be disciplined or discharged for just cause.
- b. The discipline that may be imposed on non-competitive class employees and laborers is: written reprimand, fine demotion, suspension, and discharge. In the event that a fine or demotion is imposed by the City, such fine or demotion shall not exceed the provisions of the Civil Service Law. Except in extreme cases, the City agrees to attempt to remedy disciplinary problems by non-disciplinary counseling and in a progressive manner beginning with the least serious penalty. Notice of such discipline shall be served on the employee in person or in writing by registered or certified mail with a copy to the Union Divisional President, such notice to be sent to the employee's last address of record. This notice shall describe the alleged misconduct for which the discipline is imposed, and references to dates, time and place of the alleged acts of misconduct.
- c. The penalty proposed may not be implemented until the employee: fails to file a grievance within five (5) working days of service of the disciplinary notice; fails to file a timely appeal to binding arbitration; until and to the extent the arbitrator upholds the penalty; if the matter is not settled between the parties. In the event the City seeks termination, the penalty proposed shall be implemented immediately and until such time, if at all, that it is modified by an Arbitrator. This will not preclude an employee's right to a proceeding pursuant to this Article.
- d. An employee shall not be disciplined for acts, except those which constitute a crime allegedly committed in the employee's work place or while being paid by the City, which occurred more than six (6) months prior to the service of the disciplinary notice. The employee's whole record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed, if any.
- e. Suspension Before Notice of Discipline

Prior to issuing a notice of discipline or the completion of the disciplinary grievance procedure provided for in this Article, an employee may be suspended, without pay, by the appointing authority pursuant to Paragraphs (1) or (2) of this Subsection.

1. The appointing authority or its designee may suspend, without pay, an employee when the appointing authority or its designee determines that there is probable cause that such employee's continued presence on the job represents a potential danger to persons or property or would severely interfere with its operations. Such determination shall be reviewable by a disciplinary arbitrator. A notice of discipline shall be served no later than five (5) working days following any such suspension.
 2. The appointing authority or its designee may suspend, without pay, an employee charged with the commission of a serious crime on working time or in the facilities of the City. Serious crimes shall include, but are not limited to, assault, vandalism, arson, theft, etc. Within thirty (30) calendar days, following such suspension under this Subsection, or within five (5) days from the receipt by the appointing authority of notice of disposition of the criminal proceeding from the employee, whichever occurs first, a notice of discipline shall be served on such employee or he shall be reinstated with full back pay for all time lost. Nothing in this paragraph shall limit the right of the appointing authority or his designee to take disciplinary action during the pendency of the criminal proceeding nor shall the right of the Union be limited to grieve the determination or the discipline of the appointing authority or his designee in such cases.
- f. Disciplinary arbitrators shall confine themselves to the determination of guilt or innocence and the appropriateness of proposed penalties. Disciplinary arbitrators shall neither add to, subtract from, nor modify the provisions of this Agreement. The disciplinary arbitrator's decision with respect to guilt or innocence, penalty or probable cause for suspension shall be final and binding upon the parties, and the disciplinary arbitrator may approve, disapprove or take any other appropriate action warranted under the circumstances, including ordering reinstatement and back pay for all or part of the period of suspension. If the disciplinary arbitrator, upon review, finds probable cause for suspension, pursuant to Subsection (e), he may consider such suspension in determining the penalty to be imposed.

9.3 Disciplinary Notice

If a disciplinary notice is older than twelve (12) months, it shall be removed from the employee's file, and it shall not be considered in subsequent disciplinary action. However, if the employee receives another disciplinary notice during the initial twelve (12) month period, the original notice will be kept in the employee's file an additional twelve (12) months from the

date of the second notice.

9.4 Employee Rules and Regulations

Procedure of Administration

SECTION A. Employees, who violate any of the Rules and Regulations will receive warnings in accordance with the following procedures:

- a. First violation within the last twelve (12) months, supervisor will issue to the employee - in the presence of his steward - a verbal warning - a written "Employee Warning Record."
- b. Second violation, within the last twelve (12) months, supervisor will use to the employee - in the presence of his steward - a written "Employee Warning Record."
- c. Third violation, within the last twelve (12) months, supervisor will issue to the employee - in the presence of his steward - a written "Employee Warning Record" and impose a penalty of five (5) days off without pay.
- d. Fourth violation, within the last twelve (12) months, supervisor will issue to the employee - in the presence of his steward - a written "Employee Warning Record" and impose a penalty of discharge from employment.
- e. The employer reserves the right to waive the procedures of administration as outlined in Article 9.4 Section A if the employee commits an infraction which justifies this action. As outlined in Section 9.2, Subsection E(1) and (2) of this Article.

ARTICLE 10

SENIORITY

10.1 Bargaining Unit Seniority

Unless otherwise stated, seniority is defined as the length of service of any bargaining unit employee covered by this Agreement with his most recent date of hire in the bargaining unit.

In the event more than one individual is appointed on the same day, the last four (4) digits of each individual's social security number will be reviewed and the lowest number will be the most senior, etc.

Bargaining unit seniority shall apply in computation or determination eligibility for all benefits where length of service is a factor pursuant to this Agreement.

10.2 Departmental Seniority

In addition to bargaining unit seniority defined in Section 1 of this Article, each employee shall also accrue departmental seniority based on his most recent date of hire within a department. Such departmental seniority will be used exclusively for the purpose of overtime opportunities (on a rotating basis) and scheduling time off where there is a conflict between more than one employee in a department. Departmental seniority shall not apply to any other terms of this Agreement.

10.3 Probationary Period

- a. Competitive Class employees in accordance with Civil Service Law shall have a probationary period extending from eight (8) to twenty-six (26) weeks.
- b. Non-Competitive Class employees and Laborers shall have a probationary period extending from eight (8) to twenty-six (26) weeks.

10.4 Seniority List

A seniority list shall be posted every six (6) months, a copy of which shall be given to the Union steward or Union officer in their respective departments at the time of posting. Ten (10) calendar days after the date of posting if no errors have been brought to the attention of the City, both parties will consider the list to be correct.

ARTICLE 11

LAYOFF AND RECALL

11.1 Notification to Union

In the event the City plans to lay off employees it shall notify the Union at least two (2) weeks prior to the planned layoff of employees likely to be affected.

11.2 Competitive Class Employees

Applicable provisions of the Civil Service Law shall apply to Competitive Class Employees in matters of layoff and recall.

11.3 Non-Competitive Class Employees and Labor Classes

- a. Permanent non-competitive and labor class employees if laid off will be laid off within title on the basis of seniority, provided however, that such employees shall not gain greater rights than they would have if they were covered by the provisions of Paragraph 80 of the Civil Service Law, and provided further, however, that this provision does not extend to those employees covered under Civil Service Law, Section 75.

- b. Permanent non-competitive and labor class employees having satisfied the probationary term, in the event of recall, shall be sent a recall notice by the city to his address of record by registered or certified mail. If the employee fails to report for work within ten (10) days from the date of the mailing of the notice of recall, he shall be considered a voluntary quit. Recall rights for such employees shall expire after a period equal to his seniority, but in no case less than one (1) year from the date of layoff. Those employees laid off last shall be recalled first provided the laid off employee has the skill and ability for the position which is available
- c. Non-competitive and labor employees will be permitted to exercise their seniority in an equal or lower job classification. Notwithstanding seniority right to bump, and right to bump shall be based on the ability to perform and a requirement, if any, for further training.

ARTICLE 12

WORK DAY, WORK WEEK AND PREMIUM DAY

12.1 Work Day and Work Week

- a. The normal work week shall consist of five (5) consecutive eight (8) hour days for a total of forty (40) hours per week.
- b. The hours of work for the employees of City Hall and all other clerical employees shall be from 9 a.m. to 5 p.m. year round with one (1) hour off for lunch. In the months of July and August, the City Hall shall be open for business from 9 a.m. to 5 p.m. However, the appropriate department heads shall establish a rotation list for summer hours so that the services to the public shall not be impaired or diminished.
- c. All other bargaining unit employees not mentioned in Subsection B of this Article shall receive a thirty (30) minute paid lunch period each day.

12.2 Work Schedule

Work schedule showing the employee's shifts, work days, and hours shall be posted on appropriate bulletin boards. Employees shall where possible be given five (5) days advanced notice of any changes in work schedules of short duration or emergency situations. Where schedule changes affect group(s) of employees which may be of more than several days duration, notice of such changes shall be given employees one (1) week in advance of such change. Employees or groups of employees will only have their schedules changed for no more than five (5) days in a calendar year unless there is an emergency.

12.3 Breaks

- a. Each employee shall be entitled to two (2) fifteen (15) minute breaks during the course

of the employee's regular work day. Such breaks shall normally be taken during the first and second halves of each shift. Each department shall set up procedures regarding where lunch and breaks shall be taken.

- b. Employees who wish to leave the work site for lunches and breaks will punch a time clock upon departure and return, or they will notify their supervisor upon departure and return.
- c. If an employee is being held over from his current shift there will be no guarantee of Section 12.4 breaks. However, employees will be permitted time to use the telephone and/or restrooms before starting the extended shift. Employees working an extended shift will be granted a 15 minute break for every 2 hours of extensions and upon working an extension of 5 hours, the employee will be granted a lunch break in accordance with Section 12.1.c.

Employees who are called in to work hours that they are not scheduled will receive breaks and lunch periods in accordance with this Article 12.

12.4 Clean-Up Time

At the City's reasonable discretion an employee may be granted a fifteen (15) minute clean-up time prior to the end of each work shift.

12.5 Premium Pay

- a. **Shift Differential.** Effective January 1, 2003, employees scheduled to work between the hours of 4:00 p.m. and midnight shall receive an additional ninety cents (\$.90) per hour. Employees scheduled to work between the hours of midnight and 8:00 a.m. shall receive an additional one dollar (\$1.00) per hour.
- b. When an employee is called to work he shall be paid a minimum of three (3) hours.
- c. **Overtime.** All work in excess of the normal work week and work day shall be paid at time and one-half (1 ½) the regular rate. However, employees who are called in on Sunday, beyond their scheduled shift shall be paid at time and one half (1 ½) for all hours worked from Saturday 12 a.m. through Sunday 12 p.m. An employee's regular scheduled shift may not be modified to be compensated for Sunday call in time.
- d. Commencing upon ratification, with mutual consent by and between the Employee and Employer, the Employee may select to take compensatory time off in lieu of overtime pay. Comp time off can only be taken upon 48 hours prior notice to and with approval from the Employer. A request to utilize compensatory time and/or receive payment in cash, shall not be unreasonably denied. The utilization of comp time shall be denied if such utilization will create overtime. During each first week of December an employee will be permitted to cash out up to forty (40) hours of comp

time.

Compensatory time will be earned at the rate of time and one half. Further, upon separation from employment, all earned yet unpaid compensatory time will be paid out to the employee.

ARTICLE 13

DISTRIBUTION OF OVERTIME

13.1 Overtime Opportunities

Overtime opportunities shall be distributed to employees working within the same job classification and department.

13.2 Rotation of Overtime

- a. Within the operational needs of the City the opportunity to work overtime shall be offered to employees on a rotating basis within the job classifications in the department where overtime exists. When an employee either accepts or rejects an overtime request, his name shall be rotated to the bottom of the overtime list.

- b. Rotation of overtime by low overtime hours for DPW only:

During the winter months (defined as when shift work begins) overtime offered to the employees of the DPW will be rotated weekly by lowest overtime hours to highest overtime hours within job classifications.

During the summer months (defined as when shift work ends and all employees affected are on one shift), overtime will be offered to the employees per crew first. Then if employees are still needed, they will be offered on a low overtime basis to fill needed position.

All hours discussed in this section reflect all overtime opportunities - WORKED or REFUSED. Overtime will be totaled on a weekly basis and the list will be adjusted accordingly.

All overtime hours will be zeroed out on April 1st of each year. When this happens the first overtime list will be done by seniority.

Every sixty (60) days the City and Union will meet to review the distribution of overtime opportunities; two (2) Union representatives will be allowed to attend this meeting.

13.3. Record of Overtime

A record of overtime opportunities offered to each employee shall be posted on the departmental bulletin board monthly. Union stewards within each department shall meet with department heads every two (2) weeks to review the department's overtime distribution.

ARTICLE 14

POSTING AND BIDDING FOR JOB VACANCIES

14.1 Openings

If an opening occurs, the City shall decide whether or not it wishes to fill such openings. In the event the City decides not to fill an opening, no provisions of this Article shall be applicable.

14.1(a) Days Defined

For purposes of this Article 14, all "days" are "work days", Monday through Friday, excluding holidays.

14.2 Non-Competitive Class Positions

- a. When an opening does occur, the City shall post the position within ten (10) days after the opening or openings occur, in a conspicuous place throughout the facility so that each employee shall have the opportunity to compete for the position. No job shall be posted for less than five (5) days.
- b. When such vacancies are announced as provided herein, employees who wish to be considered for appointment or reassignment to such vacancies shall be allowed to bid for such vacancies; provided, however, that such bid must be filed with the appointing authority within ten (10) days following announcement of the vacancy, or within the posting period. In such cases, seniority as defined in this Agreement shall be the determining factor, when all other factors of qualifications for the position are equal and the senior bidder is qualified.

14.3 Competitive Class Positions

- a. When an opening does occur, the City shall be responsible for establishing and maintaining procedures to insure that Civil Service examination announcements are distributed or posted so that qualified employees have a reasonable opportunity to learn of pending examinations. The City shall post the positions within ten (10) days

after the opening or openings occur in a conspicuous place throughout the facility so that each employee shall have the opportunity to compete for the position. No job shall be posted for less than five days.

- b. When such vacancies are announced as provided herein, employees who wish to be considered for transfer or reassignment to such vacancies shall be allowed to bid for such vacancies; provided, however, that such bid must be filed with the appointing authority within ten (10) days following announcement of the vacancy, or within the posting period. In such cases, seniority as defined in this Agreement shall be the determining factor, when all other factors of qualifications for the position are equal and the senior bidder is qualified.

14.4 Failure to Receive Announcements or Bids

The failure of any person to receive such notice or announcements or to bid on a vacancy as provided in this Article shall not affect or operate to invalidate any appointment which otherwise conforms to the Civil Service Law, Rules or Regulations nor shall anything contained in this Article be construed to place the City under any legal obligation, except as provided by Civil Service Law, Rules or Regulations to make appointments from among persons presently employed by the City.

14.5 Promotion to Higher Title

When an employee is promoted to a higher title, the employee will be paid at the higher rate of pay as of the first day of the promotion.

14.6 Application of Posting Procedures

The above posting procedure will apply to all permanent and temporary openings with exception of provisional appointments in the Competitive Class.

ARTICLE 15

OUT OF TITLE WORK

15.1 Assignment of Titles

No person shall be employed under any title not appropriate to the duties to be performed and, except upon assignment by proper authority during the continuance of a temporary emergency situation (not to exceed one week); no person shall be assigned to perform the duties of any position unless he has been duly appointed, promoted, transferred or reinstated to such position in accordance with the provisions of the Civil Service Law, Rules and Regulations. When practical and within operational needs, when out of title work is required,

the City will assign the most senior qualified employee.

15.2 Rate of Pay

When out of title work is required, the employee shall be paid at the higher rate of pay.

ARTICLE 16

LEAVE OF ABSENCE WITHOUT PAY

16.1 Submission of Application

An application for a leave of absence under this Article must be submitted in writing through the employee's Department Head for approval by the Mayor or his designee.

16.2 Extension of Leave

In an exceptional case, the Mayor or his designee may grant an extension of a leave of absence without pay for an additional period up to one (1) year with the approval of the Personnel Officer.

16.3 Reinstatement

At the conclusion of a leave of absence of one (1) year or less an employee shall have the right to reinstatement in his previous position and job classification. An employee who is on leave for more than one year shall be granted the first available position for which he is qualified and able to perform the work.

16.4 Employee's Seniority

While on a leave of absence an employee's seniority shall not be broken, nor shall an employee gain seniority while on leave of absence.

ARTICLE 16A

VOLUNTARY RESIGNATION

Any employee who is absent from work for three (3) or more consecutive days without having given prior notification to and without having been excused by the Department Head or the Mayor shall be considered a Voluntary Resignation. If no notification is received within three (3) days as stated in this Article, the City will consider this a voluntary resignation, and the employee will forfeit all rights under this contract. Each department will maintain a log for the purpose of notification of all employees.

ARTICLE 17

SICK LEAVE

17.1 Paid Sick Leave

An employee shall be entitled to paid sick leave earned at the rate of one day per month of employment up to a maximum of 165 days of accrued paid sick leave.

17.2 Purpose of Sick Leave

The purpose of sick leave with pay is to afford an employee a degree of protection against the loss of pay which he would otherwise incur because of absence from his position by reason of an injury or illness other than an occupational injury. For the purpose of this Article an employee may use sick leave to attend to sickness within his immediate family. Sick leave with pay is not to be granted for any other purpose except as defined in said Article 17. Interpretations of the provisions of this Article 17 must be consistent with the principles expressed in this paragraph.

For purposes of this Section 17.2, "immediate family" shall be defined as "spouse, children, father, mother, sister, brother, mother-in-law, father-in-law, grandmother, grandfather and grandchildren."

Qualifications for Sick Leave

1. To be granted sick leave with pay, an employee must meet each of the qualifications set forth in this Section.
2. An employee must have accumulated sick leave credits which equal or exceed the number of days for which sick leave pay has been requested.
3. An employee must have given notice of his absence because of sickness to his immediate supervisor (or designated employee published by the department head) one-half hour before the start of each work shift of the intended absence, on the first day of absence for which sick leave pay is requested, or the employee must have had someone give such notice for him if it was not reasonably practicable for him to give such notice; provided, however, that the foregoing notice requirement shall be waived if an emergency prevents the giving notice.
4. New hires shall be permitted to accumulate sick time from the date of hire, but will not be permitted to use sick leave until the employee's probationary period is completed.
5. The parties agree that sick leave is to be used for illness which prevents the employee

from performing his or her duties. Abuse of sick leave may result in disciplinary action.

6. (i.) An employee whose sick leave occurrences, that are not accompanied by confirming medical evidence, exceed nine (9) days in one calendar year, shall submit acceptable medical evidence within 48 hours of the absence, to receive pay for any additional sick leave in that calendar year.

(ii.) An employee who has a documented recurring illness or injury or has a family member (in accordance with Article 17.2) who has a documented recurring illness or injury, will be exempt from this section. This documentation must be submitted to the Department Head once per year and must be in compliance with the requirements of Article 17.3(a)(i) - (v) at pp. 19 - 20 of the Agreement.

17.3 Doctor's Certificate

An employee must have furnished a medical certificate:

- (a) for an absence of four (4) working days, or more, if the employee's immediate supervisor (or a superior of his immediate supervisor) requires a medical certificate to be furnished.

In cases of absence which exceed two (2) consecutive weeks, an employee must either:

- (i) furnish a medical certificate which states the anticipated period of his absence (in which case, a new certificate will not be required unless and until his absence exceeds such anticipated period), or
- (ii) furnish an additional certificate for each additional two week period (or major portion thereof) beyond the first two weeks.

To meet the requirements of Sick Leave, a medical certificate must:

- (i) be signed by a dentist, recognized physician or chiropractor.
- (ii) describe briefly the nature of the disease or injury which resulted in the employee's absence.
- (iii) state the date or dates on which the person signing the certificate treated the employee for the disease or injury which resulted in the employee's absence, and
- (iv) state that the employee is fit to resume the full duties of his position.
- (v) sick leave credits shall be used in units of one (1) or one-half (1 ½) days off. The smallest permissible unit of use shall be one-half (½) of a day.

- (vi) sick leave credits shall be used in units of one (1) hour or more for maximum of forty-eight (48) hours per year.

17.4 Disqualification for Sick Leave

Repeated absences because of non-occupational illness or injury which seriously affects the efficient performance of the duties assigned to the employee's position may result in one or more of the following:

- (i) discipline or discharge of the employee, subject to the applicable provisions of the Civil Service Law, if any.

In administering this paragraph, the Employer may require an employee to undergo a physical examination by a person licensed to practice medicine selected and paid for by the Employer

If an employee engages in gainful employment while on sick leave he:

- (i) shall be disciplined or discharged, subject to the provisions of the Civil Service Law.

If an employee falsifies or furnishes or causes to be furnished false information for his "Sick Leave Application" form or a medical certificate, he:

- (i) may be disciplined or discharged subject to the provisions of the Civil Service Law.

17.5 Worker's Compensation

- A. If an employee engages in gainful employment while on sick leave or Worker's Compensation, he shall be discharged, subject to the provisions of the Civil Service Law.
- B. After an employee has received notice from the Worker's Compensation Board that the employee's benefits have been exhausted the employee must return to work immediately. If the employee fails to report to work within five (5) working days from a certified letter from the employer, at the employee's last known address by the employer the employee shall be considered a voluntary resignation within the provisions of Article 16 of this Agreement.
- C. An employee receiving workers' compensation benefits will only be reimbursed for sick leave to the maximum that the City receives from Workers' Compensation.

17.6 Death of an Employee

In the event of the death of an employee, his/her beneficiary will receive the monetary portion

of unused accumulated sick leave based on their current salary.

17.7

In the event of the layoff of an employee, he/she will have the right to "cash out" his/her accrued sick leave up to a maximum 165 day accrual.

ARTICLE 17A

FAMILY AND MEDICAL LEAVE OF ABSENCE POLICY

Family leave shall be granted to an eligible employee to a total of twelve (12) work weeks of leave during any twelve (12) month period for the following:

- A) Because of the birth of a son or daughter of the employee and in order to take care for such son or daughter.
- B) Because of the placement of a son or daughter with the employee for adoption or foster care;
- C) In order to care for the spouse, son, daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition;
- D) Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee;

An eligible employee shall be required to use accrued paid vacation, personal leave, or family leave of the employee for the leave provided under subparagraph A, B, or C above. An eligible employee may be required to use accrued paid vacation leave, personal leave or sick leave for leave provided under paragraph C or D above for any part of the twelve week period of such leave.

The City shall maintain coverage for health and dental insurance to an employee on leave pursuant to this section for the duration of the twelve (12) week period, and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave. The City may recover the premium that the City paid for maintaining coverage for the employee under such group health plan during any period of unpaid leave if the employee fails to return from leave after the twelve (12) week period and (1) the employee fails to return for a reason other than the continuation, recurrence, or (2) onset of a serious health condition that entitles the employee to leave under subparagraph C or D above or, other circumstances beyond the control of the employee.

Nothing contained in this provision shall otherwise limit the obligations of the employer or the employee under the provisions of the Family Leave Act. Furthermore, any current practice in

existence that provides a better benefit or provides for an option not mentioned herein, remains in full force and effect.

ARTICLE 18

PERSONAL BUSINESS LEAVE

18.1 Three Personal Days

Each employee on the payroll as of January 1, 1986 shall be entitled to three (3) personal leave days per year without loss of pay to attend personal business. Employees hired during the year will receive personal leave on a pro-rated basis as follows:

Hired during:

January - April	3 Personal Days
May - August	2 Personal Days
September - December	1 Personal Day

New Employees will accumulate personal leave as provided in this section, but shall not be permitted to use personal time until the employee's probationary period is completed.

18.2 Use of Personal Leave

The City shall not require an employee to give a reason as to condition for approving the use of personal leave credits by the Department Head provided, however, that prior approval for the requested leave must be obtained; that the resulting absence will not interfere with the proper conduct of governmental functions; and that an employee who has exhausted his personal leave credits shall charge approved absences from work necessitated by personal business or religious observance to accumulated vacation.

18.3 Employees will be permitted to convert any unused personal day(s) to sick leave accruals each year.

18.4 Employee shall be permitted to use one personal day in increments of less than four hours with a maximum of four occurrences per year.

ARTICLE 19

BEREAVEMENT PAY

19.1 Death in the Immediate Family

A bereavement leave with pay of up to four (4) working days shall be granted for a death in the

immediate family, which shall be defined as follows: spouse, children, father, mother, sister, brother, mother-in-law, father-in-law, grandparents, and grandchildren.

19.2 Death of an In-Law

In the event of a death of an in-law (grandparent), an employee shall be granted one (1) day with pay for attendance at the funeral. However, the employee shall first exhaust available personal leave.

19.3 Improper Use of Bereavement Days

If an employee is granted bereavement leave and if the employee does not use bereavement leave for intended purpose of this Article 19, the employee shall be subject to discipline and discharge subject to the provisions of the Civil Service Law.

ARTICLE 20

UNION BUSINESS

20.1 Leave of Absence to Attend Union Business

The Union may designate one or more delegates who will be given a leave of absence with pay for up to ten (10) days, the total of which to be shared by all such delegates, in each calendar year to attend Union business. Such time will be granted to no more than two (2) representatives on a given occasion and only if such days are regularly scheduled work days of the designated representative. Such representative(s) shall be given leaves of absence with pay in any one instance of no more than two (2) consecutive days.

The Union shall notify the city of any changes of union delegates and stewards. An employee whose name does not appear on the appropriate list, shall be ineligible for union leave.

20.2 Notice to the Department Head of Union Business

Union stewards and officers upon notice to the Department Head will be given reasonable time off with pay to conduct union business relative to the bargaining unit, subject to the operational needs of the City.

20.3 Notice to the Personnel Officer

Union business leave pursuant to this Article may not be granted unless the Union provides the Personnel Officer or his designee five (5) days advance notice of the purpose and dates for which such leave is requested and the names and work stations of the employees for whom such leave is requested. The grant of such leave shall be subject to the reasonable operating needs of the City.

ARTICLE 21

HOLIDAYS

21.1 Paid Holidays

Employees shall receive the following paid holidays:

New Year's Day	Veterans Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day After Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Martin Luther King Day

21.2 Scheduled for Work on Holidays

If a holiday occurs on an employee's regularly scheduled day off in any work week, the employee shall be paid holiday pay at his straight time hourly rate.

21.3 Holidays During Scheduled Vacation

If a holiday occurs during the employee's regularly scheduled vacation, an additional day off with pay will be arranged within the calendar year.

21.4 Special Day of Observance

Any special days of observance declared by the Mayor, the Governor, or the President of the United States shall be treated as a regular paid holiday in accordance with this Article.

21.5 Compensatory Time Off

For the purpose of scheduled time off when a holiday falls on a Saturday, the preceding day shall be taken as compensatory time off; when a holiday falls on a Sunday, the following day shall be taken as compensatory time off. Premium pay shall only be paid for the enumerated holidays of Section 21.1.

21.6 Double Time and One-Half

An employee who is required to work any of the holidays in Section 21.1 shall receive double time and one-half (2 ½) his straight time hourly rate. However, such employee may elect by

submitting a request to the Department Head ten (10) days in advance of the holiday to receive a compensatory day plus time and one-half (1 ½) for hours actually worked. Such compensatory day must be taken within ten (10) days of said holiday.

- 21.7 In order to be paid for a holiday, an employee must be on pay status on the scheduled work day before and after the holiday, except when an employee provides a doctor's certificate.

ARTICLE 22

VACATION

22.1 Earning Vacation Time

Vacation with pay shall be computed on years or continuous service from the anniversary date. After the first year of service an employee must take earned vacation during the anniversary year subsequent to its having been earned.

22.2 Vacation Schedule

1 year's service	5 working days
2 year's service	10 working days
5 year's service	15 working days
10 year's service	17 working days
11 year's service	18 working days
12 year's service	19 working days
13 year's service	20 working days
14 year's service	21 working days
15 year's service	22 working days
20 year's service	25 working days
30 year's service	30 working days

22.3 Requests for Annual Leave

All requests for annual leave must be approved by the Department Head and shall be granted in accordance with seniority within the department and the operational needs of the department. An employee must file written request for vacation with the Department Head a minimum of ten (10) working days in advance of the requested leave. Exceptions may be granted at the discretion of the Department Head.

22.4 Termination of Employment

If an employee terminates his employment with the City of Oswego he shall be paid on a prorated basis for the time he has earned through his termination date.

22.5 Extra Vacation Days

If an employee does not use any of his sick days within his anniversary year, the employee shall be granted two (2) extra vacation days as stated in Article 22.1

22.6 Vacation Time Prior to Accrual Date

After January 1 of each calendar year, the City agrees to honor requests for vacation prior to an employee's vacation accrual date with the understanding that if an employee terminates his/her employment with the City prior to the vacation accrual date, the employee will pay back to City for unearned vacation time taken during the prescribed period on a prorated basis.

ARTICLE 22A

JURY DUTY

22A.1 An employee required to do jury duty on a workday will receive for each day served their regular rate of pay. Time lost will be considered hours worked for the purpose of benefit and overtime calculations.

22A.2 If an employee is not required to serve, he/she will return to work. Furthermore, if the employee is excused and two or more hours remain in the workday, the employee must return to work.

ARTICLE 23

HEALTH INSURANCE

23.1 Prescription Coverage & Eye Care Plan

A. Effective January 1, 1990, the City agrees to provide UB-17X with prescription coverage and eye care plan. The City shall pay the full cost for employees who elect individual coverage. Employees who elect family coverage shall contribute five (5%) percent of the difference between family health and dental and the individual health and dental premium.

B. Section 23.1: Effective July 25, 2005, all employees shall contribute 5.5% of the monthly health insurance premium, based upon individual, two person or family coverage enrollment.

C. Section 23.1: Employees have the option of not utilizing the City health insurance and instead enrolling in the Service Employees Benefit Fund (SEBF). The

City will pay the cost of said enrollment, with said payment by the City capped at the amount the City would have paid for equivalent enrollment (individual, two person or family coverage) in its health insurance plan. (For example, for an employee with family coverage, the current monthly premium is \$971.00. The employee would be responsible for 5.5% or \$53.41/month of this premium. The City would pay the remaining \$917.60/month. If this employee chose to be enrolled in the SEBF, the City would pay no more than \$917.60/month based upon the current premium rate. As the monthly rates change, so too will the employee and City monetary obligations.)

Employees who opt out of the City insurance and into SEBF are not entitled to the health insurance buyout of Section 23.5.

D. \$1.00 for generic drugs, \$15.00 for preferred (or brand name drugs) and \$30.00 for non-preferred drugs. In the event there is no generic equivalent available, the employee will only be obligated to pay \$1.00.

23.2 Retaining Health Insurance

Employees covered by the City's health insurance plan shall have the right to retain health insurance coverage after retirement from City services. The City will pay 50% of such health insurance for all retired members and their spouses for as long as one or the other lives. For employees who retire after January 1, 1985, the City agrees to pay 50% of such health insurance for the retired member and their spouse for as long as one or the other lives. Retirement, rather than vesting, will entitle employees to receive the above benefit. Retirees shall receive the same health insurance coverage that is offered to current employees.

23.3 Dental Coverage

Effective on January 1, 2005, the City agrees to pay the sum of \$44.59 per employee per month for employee and dependent dental coverage (family coverage); \$33.04 per employee per month for "individual plus 1" coverage and \$18.61 for individual dental coverage to Local 200-United Health and Welfare Fund.

In 2006, these rates will be \$62.83/month, \$36.64/month and \$19.11/month, respectively.

23.4 New York State Insurance Fund

The City agrees to pay on behalf of all employees, the premiums for the New York State Insurance Fund disability coverage. An employee may, if he/she so chooses, supplement his/her disability insurance with a portion of their accumulated sick leave to the extent that the total monies received will be the equivalent of one hundred (100%) percent of his/her regular pay.

If the City wishes to change health insurance plans, including self insurance, it must give the Union thirty (30) days notice of its intent to do so. The City and Union will meet and discuss any changes in the health insurance plans. The benefits must be comparable to the existing plan. If the parties do not agree that the proposed plan is comparable to the existing plan, the union may submit the matter directly to arbitration for resolution of the dispute. If the city implements the change in plan prior to an award of the arbitrator, and if the arbitrator finds a violation, the arbitrator may award an appropriate remedy.

23.5 Waiver of Medical Insurance

Definitions - the following terms as used in this Article shall have the indicated meaning

- (a) "Medical Insurance" - shall be defined as to mean Blue Cross Blue Shield coverage and for any other medical coverage through a health maintenance organization such as Independent Health.
- (b) "Cost of Coverage" - shall be defined as the invoice dollar amount from the primary carrier for medical coverage for the individual employee and/or his family if family coverage is provided.

An eligible employee shall be an employee who is eligible for and actually has procured through his or her spouse medical insurance as herein defined. Said employee shall be required to furnish proof of coverage through his spouse's plan, if requested by the employer.

Employees wishing to waive the cost of medical coverage would be eligible to receive one-half (½) of the cost of this coverage for the period of January 1st through December 31st in their paycheck on the first day in December, as a modification to wages (subject to taxes). This compensation would be prorated over a year when an employee is hired or terminated, or requires the immediate reinstitution of coverage due to the hiring or termination of their spouse, dependent upon the number of months actually waived.

Any employee desiring to waive this coverage will be required to sign the attached form Appendix D by December 1st of the preceding year for the succeeding calendar year January 1st through December 31st of each and every year. Any employee who waives said coverage and then desires to reinstitute coverage will have to sign the Waiver of Cash Payment and submit same by December 1st to reinstitute coverage January 1st. Any employee who is in need of coverage after having waived same due to the death of a spouse or the termination of spouse's coverage will be eligible to waive coverage and to reinstitute same pursuant to the adopted policy and procedure of the medical insurer.

ARTICLE 24

AUTOMOBILE ALLOWANCE

- 24.1 In the event an employee is required in writing by his Department Head to use his personal automobile in the performance of his duties, the City will reimburse the employee at the rate per mile established by the Federal Bureau of Labor Standards (the IRS Rate).

ARTICLE 25

EDUCATIONAL BENEFITS

- 25.1 The City with the approval of the Mayor or his designee may approve up to \$ 200.00 per year for tuition, books, and fees for any employees who wish to attend work related courses. Although a general academic program leading to a degree would not normally be considered work related, the City recognizes that the high school equivalency may be considered as work related. Reimbursement for such courses will be made by the City at the completion of each semester and upon representation of evidence of successful completion of each course.

ARTICLE 26

CLOTHING AND TOOL ALLOWANCE

- 26.1 Tool Allowance

The City shall provide necessary and required tools, except auto mechanics who shall purchase and maintain their own hand tools. The City shall provide a \$350 yearly tool allowance to such mechanics for the purpose of purchasing and maintaining hand tools. However, any tools purchased by the City prior to the effective date of this Agreement shall be retained by the City. Such allowance shall be paid during the month of January of each year. For the 1998 contract year eligible employees will receive an additional \$150.00 for 1998 (making the total for 1998 \$350).

- 26.2 Clothing Allowance

A. Each employee working in the title of Parking Attendant, Ambulance Attendant and in the sign maintenance department, shall receive an annual clothing allowance of \$200. If the

duties of the position in any other department so warrant it, employees shall be provided with proper rain gear and proper boots. The Water Department workers will be provided with Carharts January 1 of each contract year.

B. Employees required to wear safety colors will be given a \$50.00 voucher each year, effective January 1, 2000.

C. Effective February 10, 2003, clothing allowance for EMTs will be \$650.00/year.

26.3 Paving Crew Shoe Allowance

Employees assigned to the paving crew for five (5) consecutive weeks will qualify for a fifty dollar (\$50.00) per year shoe allowance if they fall into one of the following job categories:

Heavy Equipment:	Regular paver operator Regular roller operator
Light Equipment:	Assigned to work with paving machine.
Laborers:	Rakers and shovelers (usually 3-4 workers) Seam sealer

Other employees or jobs on the paving crew may qualify at the reasonable discretion of the Commissioner.

ARTICLE 27

RETIREMENT

27.1 New York Retirement Plan 75g & 41j

The City shall continue in force the New York State Retirement Plan 75g and 41j.

27.2 Cash Payment of Unused Sick Leave

A. Employees having ten or more years of service and 55 years of age shall be compensated in a lump sum cash payment equivalent to their unused accumulated sick leave up to a maximum of 165 days, when they retire, or voluntarily terminate their employment.

B. An employee, at the time of retirement, will be allowed, at the employee's option, to apply up to 165 days of accumulated sick leave, in cash, toward the cost of the employee's share of health insurance.

In the event of the death of the employee, any cash, unused at the time for health insurance, will be forwarded to the employee's estate or designated beneficiary, as the case may be.

ARTICLE 28

WAGES

28.1 Reclassification

During the life of this Agreement there shall be no upgrading nor reduction in grade. However, positions may be reclassified in accordance with Civil Service procedure.

28.2 Wage Compensation

- * Effective and retroactive to 1/1/03: 2.0% (actual dollars not payable until first payroll of 2006);
- * Effective and retroactive to 1/1/04: 2.0%
- * Effective and retroactive to 1/1/05: 2.0%
- * Effective 1/1/06: 3.0%

28.3 Grade Plan

- 1 Animal Shelter Aide
 Animal Shelter Aide (part-time)
 Assistant Animal Control Officer (part-time)
- 2 Parking Attendant
- 3 Clerk
 Community Development Aide
 Typist
- 4 Account Clerk
 Marine Cashier
 Microfilm Operator
 Purchasing Aide
 Recreation Office Assistant
 Stenographer

- 5 Account Clerk-Typist
 Assistant Housing Program Counselor
 Traffic Violations Clerk

- 6 Computer Operator/Account Clerk
 Custodian
 Laborer
 Senior Indexing & Recording Clerk

- 7 Greaser
 Water Meter Reader
 Senior Community Development Aide
 Senior Stenographer

- 8 Stock Clerk

- 9 Motor Equipment Operator - Light
 Records Manager
 Senior Account Clerk
 Senior Payroll Clerk

- 10 Building & Claims Secretary
 Emergency Medical Technician
 Maintenance Worker
 Recreation Maintenance Worker
 Senior Administrative Clerk
 Sign Maintenance Worker
 Tree Trimmer

- 11 Automotive Body Repairer
 Laboratory Technician I
 Mechanic
 Mechanic Welder
 Motor Equipment Operator - Heavy
 Recreation Attendant
 Recreation Program Supervisor
 Sign Painter
 Water Treatment Plant Operator Trainee

- 12 Consumer Complaint Investigator
 Head Custodian
 Housing Inspector
 Secretary
 Senior Sign Maintenance Worker

- Water Maintenance Worker
- Water Treatment Plant Maintenance Worker
- Youth Counselor I
- Youth Court Administrator

- 13 Building Maintenance Supervisor
- Community Development Director's Assistant
- Community Development Technician
- Housing Program Counselor
- Principal Clerk
- Principal Account Clerk
- Water Treatment Plant Operator

- 14 Assistant Zoning & Enforcement Officer
- Construction Project Assistant
- Engineering Aide

- 15 Housing Finance Manager

- 16 Housing Assistant Administrator
- Rental Assistant Administrator

- 17 Head Automotive Mechanic
- Senior Maintenance Worker
- Senior Water Maintenance Worker

- 18 Zoning Enforcement Officer

ARTICLE 29

BULLETIN BOARDS

- 29.1 The City shall provide a reasonable amount of bulletin board space for the purpose of posting bulletins, notices and material issued by the Union, which shall be signed by a designated official of the Union. No such material shall be posted which constitutes election campaign material for or against any person, organization or fraction thereof. No other employee organization except employee organizations which have been certified or recognized as the representative for collective negotiations of other city employees employed at such locations shall have the right to post material upon City bulletin boards.

ARTICLE 30

NO DISCRIMINATION

30.1 No Discrimination

It is agreed by the City and the Union that neither party shall discriminate against any employee because of race, sex, color, creed, national origin, disability, age, marital status or religion.

30.2 Claims of Illegal Discrimination

Claims of illegal discrimination under this Article shall be subject to State and Federal procedure. However, such claims may be submitted to the Grievance Procedure, beginning at Step 2, except that an arbitrator in such cases shall serve in an advisory capacity and shall have no binding authority.

30.3 Male Definition in this Agreement

Whenever the male pronoun is used in this Agreement, it includes females as well as males and does not suggest a discriminatory attitude on the part of either the Employer or the Union.

ARTICLE 31

NO STRIKES

- 31.1 Pursuant to Section 210, Subdivision 1, of the Public Employee's Fair Employment Act, the employee and the Union shall not engage in a strike, and the Union shall not cause, instigate, encourage or condone a strike, slow down, or any overt action which would interfere with the efficient operation of the City.

ARTICLE 32

MAINTENANCE OF BENEFITS

- 32.1 Any benefit presently in effect for employees covered by this Agreement will be retained and remain in force for the term of this Agreement, except where such benefit has otherwise been modified by the Agreement between the City and the Union, provided, however, that this Agreement shall be construed consistently with the exercise of the Management Rights Article of this Agreement.

ARTICLE 33

SAVINGS CLAUSE

- 33.1 In the event that any Article, Section or portion of this Agreement is found to be invalid by a decision of a tribunal of competent jurisdiction or shall have the effect of loss of funds made available through Federal law, then such specific Article, Section or portion specified in such decisions, or having such effect shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect. Upon the issuance of such a decision or the issuance of a ruling having such effect of loss of Federal funds, then either party shall have the right immediately to reopen negotiations with respect to a substitute for such Article, Section or portion of this Agreement involved.

ARTICLE 34

CONCLUSION OF COLLECTIVE NEGOTIATIONS

- 34.1 This Agreement is the entire agreement between the City and the Union and terminates the prior collective bargaining agreement and concludes all negotiations during its term. During the term of this Agreement neither party will unilaterally seek to modify its terms through legislation or any other means. The parties acknowledge they have fully negotiated with respect to the terms and conditions of employment and have settled them for the term of this Agreement in accordance with the provisions thereof.

ARTICLE 35

LEGISLATIVE ACTION

- 35.1 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 36

TERM AND MODIFICATION

The term of this agreement begins at 12:01 A.M., on January 1, 2003 and continues until midnight on December 31, 2006 (unless noted otherwise).

Amendments and Waivers

No provisions of this Agreement may be deleted or changed, and no provision may be added to this Agreement, by implication or by any other means except a written amendment to this Agreement signed by each party.

During the term of this Agreement, either party may propose that this Agreement be amended, but the other party is not obligated to negotiate or to agree to any proposed amendment.

This Agreement shall be effective for the period from January 1, 2003 through December 31, 2006(unless otherwise noted).

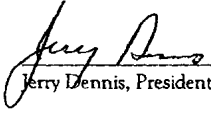
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives on _____, 2005.

THE CITY OF OSWEGO, NEW YORK

Date: _____


Honorable John Gosek, Mayor
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 200-United, AFL-CIO

Date: 9/6/05


Jerry Dennis, President

APPENDIX A

AUTHORIZATION FOR PAYROLL DEDUCTION BY NON-MEMBER EMPLOYEES

I, the undersigned employee, authorize my employer to deduct from earnings a service fee in an amount equal to the periodic dues required by the Contract between General Service Employees' International Union, Local 200-United, AFL-CIO, and my employer, and to pay the amount so deducted to the Secretary-Treasurer, or to any duly authorized representative of the said Local Union, during the term of the Contract.

This deduction authorization shall be irrevocable for the period of the Contract. I agree that this authorization shall be automatically renewed, irrevocable for the period of future Contracts, unless written notice of its revocation is given by me to my employer and Local 200 at least thirty (30) days prior to the expiration date of the then current Contract.

Name _____ Date _____
(Print Name)

Signature of Employee _____

Address _____

Social Security No. _____

Employer _____

APPENDIX A

APPLICATION AND DUES DEDUCTION AUTHORIZATION FORM

I, the undersigned hereby make application for membership in the S.E.I.U., Local 200-United and when accepted into membership, do hereby agree to abide by its Constitution and By-Laws, and herewith designate the S.E.I.U. Local No. 200 and its duly authorized representatives as my sole collective bargaining agent.

I further authorize my Employer to deduct from my earnings all dues and assessments for which I am obligated or shall become obligated by virtue of my membership in said Union, and to pay the same to Local No. 200-United through the Secretary-Treasurer or any duly authorized representative of said Local Union.

Name _____ Date _____
(Print Name)

Signature of Member _____

Address _____

Social Security No. _____

Employer _____

APPENDIX B

VOLUNTARY COPE DEDUCTION AUTHORIZATION FORM

"I, hereby authorize the company to deduct from my pay the sum of \$2.00 per year and to forward that amount to the Local 200 SEIU Committee on Political Education. This authorization is voluntarily made with the specific understanding that the signing of this authorization and the making of payments to the Local 200-United SEIU Committee on Political Education are not conditions of membership in the Union or of employment with the Company and that the Local 200-United SEIU Committee on Political Education will use the money it receives to make political contributions and expenditures in connection with Federal, State or local elections.

This authorization and direction shall be irrevocable for the period of one year and I agree and direct that this authorization and direction shall be automatically renewed, irrevocable for the successive periods of one year unless written notice of its revocation is given by me to my employer and said Local Union by registered mail, return receipt requested thirty (30) days prior to the expiration of each term of one year."

Signature _____ Home Phone No.: _____

Name (print) _____

Employer _____

Home Address _____

City _____ State _____ Zip _____

Social Security Number _____

APPENDIX C

SERVICE EMPLOYEES INTERNATIONAL UNION AFL-CIO AND THE CITY OF OSWEGO
WRITTEN GRIEVANCE FORM (Appendix C)

Step I

Grievant _____ Date _____

Department _____ Employment Date _____

Job Title _____ Dept. Head _____

Article and Section of Agreement allegedly violated

(Article) (Section) (*Date of alleged violation)

Nature of Grievance

Settlement and/or Action Requested

Circle One: Settled
Not Settled

*Date _____

Employer Dept. Head Union Representative

*STEP I must be discussed and signed within eight (8) working days of alleged violation.

STEP II

Disposition _____

Circle One: Settled
Not Settled

*Date _____

Employee Mayor or Designee Union Representative

**STEP II must be discussed and signed within fifteen (15) working days from STEP I meeting date by the employee or employer.

APPENDIX D

WAIVER OF CASH PAYMENT IN LIEU OF MEDICAL COVERAGE UNDER SEIU
CONTRACT

- 1) I _____ as an employee of the City of Oswego am entitled to hospitalization coverage as the result of City employment.
- 2) I have waived my coverage for medical insurance pursuant to contractual provisions.
- 3) Therefore, I hereby agree to waive my right to medical insurance coverage and direct the City to institute a cash payment of one-half (½) of the health care coverage as indicated in the collective bargaining agreement at the first available eligible period of time, pursuant to the medical insurance company's policies and procedures.

Date

Employee's Signature

STATE OF NEW YORK :
COUNTY OF OSWEGO ss.:
CITY OF OSWEGO :

On this ____ day of _____, 19__ before me, the subscriber, personally appeared _____ to me known and known by me to be the person who signed the above form and he or she signed same or acknowledged his or her signature before me.

Notary Public

NAME _____

ADDRESS _____

EMPLOYEE _____

EMPLOYEE NUMBER _____

MEDICAL INSURANCE ID NUMBER _____

APPENDIX E

REINSTATEMENT OF MEDICAL INSURANCE COVERAGE UNDER SEIU CONTRACT

- 1) I _____ as an employee of the City of Oswego am entitled to hospitalization coverage as the result of City employment.
- 2) I have waived my coverage for medical insurance pursuant to contractual provisions, and now find it necessary to reinstitute coverage.
- 3) Therefore, I hereby agree to waive my right to a cash payment for one-half of the health care coverage as indicated in the collective bargaining agreement and direct the City to reinstitute coverage at the first available eligible period of time, pursuant to the medical insurance company's policies and procedures.

Date

Employee's Signature

STATE OF NEW YORK :
COUNTY OF OSWEGO : ss.:
CITY OF OSWEGO :

On this ____ day of _____, 19__ before me, the subscriber, personally appeared _____ to me known and known by me to be the person who signed the above form and he or she signed same or acknowledged his or her signature before me.

Notary Public

NAME _____

ADDRESS _____

EMPLOYEE _____

EMPLOYEE NUMBER _____

MEDICAL INSURANCE ID NUMBER _____

APPENDIX F

REQUEST FOR LEAVE OF ABSENCE WITHOUT PAY

Employee's Name _____

Date _____

Employee's Job Title _____

Department _____

Date(s) of Leave Requested _____

Purpose _____

Date Submitted _____

Personnel Department

Date

Union Representative

Date

Employee Signature

Date

Department Head Approval

Date

() Approval

() Disapproved _____

Period Leave of Absence

Granted For

Mayor's Signature

Date:

Memorandum of Agreement

Evaluation of Job Classifications

Because of the need to define the inequities between bargaining unit job classifications the parties have agreed to retain the Hay Group Personnel Consultants to assist the parties in defining said inequities and recommend fair and equitable placement adjustments to Appendix A of the Agreement between the periods of 01/01/87 and 03/01/87 for the purpose of implementing such recommendations into this Agreement with the approval of the Mayor.

Review of Health Insurance

It is agreed by both parties that a committee will be formed to review the current Health Insurance Companies to recommend a Health Insurance Provider for SEIU member for 01/01/87.

ADDENDUM TO SEIU, LOCAL 200-United
AND
CITY OF OSWEGO
COLLECTIVE BARGAINING AGREEMENT

January 1, 2000 – December 31, 2001

Article 12: Work schedules for the DPW are currently (for the term of this Agreement), as follows:

7:00 AM to 3:00 PM - Year round

11:00 PM to 7:00 AM – Winter months

Nothing above prohibits the City of Oswego from utilizing a 3:00 PM to 11:00 PM shift as deemed necessary by the Commissioner or designee.

12/00

SEIU SALARY SCHEDULE

2002	BASE	1 YR	2 YRS	3 YRS	4 YRS	10 YRS	15 YRS	20 YRS	25 YRS
1	\$22,254	\$23,143	\$24,032	\$24,924		\$25,902	\$26,880	\$27,859	\$28,244
2	\$22,792	\$23,678	\$24,565	\$25,458		\$26,437	\$27,415	\$28,391	\$28,774
3	\$23,592	\$24,479	\$25,365	\$26,260		\$27,234	\$28,213	\$29,191	\$29,577
4	\$24,394	\$25,282	\$26,165	\$27,057		\$28,032	\$29,015	\$29,990	\$30,374
5	\$25,189	\$26,077	\$26,967	\$27,859		\$28,833	\$29,818	\$30,789	\$31,175
6	\$25,992	\$26,879	\$27,765	\$28,658	\$28,985	\$29,638	\$30,618	\$31,592	\$31,979
7	\$26,791	\$27,682	\$28,565	\$29,459		\$30,437	\$31,415	\$32,390	\$32,775
8	\$27,591	\$28,484	\$29,370	\$30,256		\$31,234	\$32,214	\$33,193	\$33,579
9	\$28,842	\$29,280	\$30,168	\$31,058		\$32,034	\$33,014	\$33,992	\$34,377
10	\$29,191	\$30,080	\$30,964	\$31,855		\$32,837	\$33,818	\$34,792	\$35,177
11	\$29,990	\$30,884	\$31,769	\$32,657		\$33,638	\$34,615	\$35,592	\$35,977
12	\$30,789	\$31,679	\$32,567	\$33,459		\$34,435	\$35,415	\$36,393	\$36,777
13	\$31,592	\$32,483	\$33,365	\$34,258		\$35,234	\$36,216	\$37,191	\$37,575
14	\$32,390	\$33,280	\$34,167	\$35,058		\$36,038	\$37,018	\$37,992	\$38,378
15	\$33,193	\$34,079	\$34,964	\$35,859		\$36,835	\$37,820	\$38,794	\$39,178
16	\$33,992	\$34,880	\$35,769	\$36,656		\$37,638	\$38,616	\$39,593	\$39,978
17	\$34,792	\$35,681	\$36,568	\$37,458		\$38,437	\$39,417	\$40,391	\$40,779
18	\$35,592	\$36,477	\$37,367	\$38,255		\$39,236	\$40,217	\$41,195	\$41,579
2003	BASE	1 YR	2 YRS	3 YRS	4 YRS	10 YRS	15 YRS	20 YRS	25 YRS
1	\$22,699	\$23,606	\$24,513	\$25,422		\$26,420	\$27,418	\$28,416	\$28,809
2	\$23,248	\$24,152	\$25,056	\$25,967		\$26,966	\$27,963	\$28,959	\$29,349
3	\$24,064	\$24,969	\$25,872	\$26,785		\$27,779	\$28,777	\$29,775	\$30,169
4	\$24,882	\$25,788	\$26,688	\$27,598		\$28,593	\$29,595	\$30,590	\$30,981
5	\$25,693	\$26,599	\$27,506	\$28,416		\$29,410	\$30,414	\$31,405	\$31,799
6	\$26,512	\$27,417	\$28,320	\$29,231	\$29,565	\$30,231	\$31,230	\$32,224	\$32,619
7	\$27,327	\$28,236	\$29,136	\$30,048		\$31,046	\$32,043	\$33,038	\$33,431
8	\$28,143	\$29,054	\$29,957	\$30,861		\$31,859	\$32,858	\$33,857	\$34,251
9	\$29,419	\$29,866	\$30,771	\$31,679		\$32,675	\$33,674	\$34,672	\$35,065
10	\$29,775	\$30,682	\$31,583	\$32,492		\$33,494	\$34,494	\$35,488	\$35,881
11	\$30,590	\$31,502	\$32,404	\$33,310		\$34,311	\$35,307	\$36,304	\$36,697
12	\$31,405	\$32,313	\$33,218	\$34,128		\$35,124	\$36,123	\$37,121	\$37,513
13	\$32,224	\$33,133	\$34,032	\$34,943		\$35,939	\$36,940	\$37,935	\$38,327
14	\$33,038	\$33,946	\$34,850	\$35,759		\$36,759	\$37,758	\$38,752	\$39,146
15	\$33,857	\$34,761	\$35,663	\$36,576		\$37,572	\$38,576	\$39,570	\$39,962
16	\$34,672	\$35,578	\$36,484	\$37,389		\$38,391	\$39,388	\$40,385	\$40,778
17	\$35,488	\$36,395	\$37,299	\$38,207		\$39,206	\$40,205	\$41,199	\$41,595
18	\$36,304	\$37,207	\$38,114	\$39,020		\$40,021	\$41,021	\$42,019	\$42,411

SEIU SALARY SCHEDULE

2004

	BASE	1 YR	2 YRS	3 YRS	4 YRS	10 YRS	15 YRS	20 YRS	25 YRS
1	\$23,153	\$24,078	\$25,003	\$25,931		\$26,948	\$27,966	\$28,985	\$29,385
2	\$23,713	\$24,635	\$25,557	\$26,487		\$27,505	\$28,523	\$29,538	\$29,936
3	\$24,545	\$25,468	\$26,390	\$27,321		\$28,334	\$29,353	\$30,370	\$30,772
4	\$25,380	\$26,303	\$27,222	\$28,150		\$29,164	\$30,187	\$31,202	\$31,601
5	\$26,207	\$27,131	\$28,056	\$28,985		\$29,998	\$31,023	\$32,033	\$32,434
6	\$27,042	\$27,965	\$28,887	\$29,816	\$30,156	\$30,835	\$31,855	\$32,868	\$33,271
7	\$27,873	\$28,800	\$29,719	\$30,649		\$31,667	\$32,684	\$33,699	\$34,099
8	\$28,706	\$29,635	\$30,557	\$31,478		\$32,496	\$33,515	\$34,534	\$34,936
9	\$30,007	\$30,463	\$31,387	\$32,313		\$33,328	\$34,348	\$35,365	\$35,766
10	\$30,370	\$31,295	\$32,215	\$33,142		\$34,164	\$35,184	\$36,198	\$36,598
11	\$31,202	\$32,132	\$33,052	\$33,976		\$34,997	\$36,013	\$37,030	\$37,430
12	\$32,033	\$32,959	\$33,883	\$34,811		\$35,826	\$36,846	\$37,863	\$38,263
13	\$32,868	\$33,795	\$34,713	\$35,642		\$36,657	\$37,679	\$38,694	\$39,093
14	\$33,699	\$34,625	\$35,547	\$36,474		\$37,494	\$38,514	\$39,527	\$39,928
15	\$34,534	\$35,456	\$36,377	\$37,308		\$38,323	\$39,348	\$40,361	\$40,761
16	\$35,365	\$36,289	\$37,214	\$38,137		\$39,159	\$40,176	\$41,193	\$41,593
17	\$36,198	\$37,123	\$38,045	\$38,971		\$39,990	\$41,009	\$42,023	\$42,426
18	\$37,030	\$37,951	\$38,877	\$39,801		\$40,821	\$41,842	\$42,859	\$43,259

2005

	BASE	1 YR	2 YRS	3 YRS	4 YRS	10 YRS	15 YRS	20 YRS	25 YRS	30 YRS
1	\$23,616	\$24,560	\$25,503	\$26,450		\$27,487	\$28,525	\$29,564	\$29,973	\$30,473
2	\$24,187	\$25,127	\$26,069	\$27,016		\$28,055	\$29,093	\$30,129	\$30,535	\$31,035
3	\$25,036	\$25,977	\$26,918	\$27,867		\$28,901	\$29,940	\$30,978	\$31,387	\$31,887
4	\$25,887	\$26,829	\$27,767	\$28,713		\$29,748	\$30,791	\$31,826	\$32,233	\$32,733
5	\$26,731	\$27,673	\$28,618	\$29,564		\$30,598	\$31,643	\$32,674	\$33,083	\$33,583
6	\$27,583	\$28,524	\$29,464	\$30,412	\$30,759	\$31,452	\$32,492	\$33,526	\$33,936	\$34,436
7	\$28,431	\$29,376	\$30,313	\$31,262		\$32,300	\$33,338	\$34,373	\$34,781	\$35,281
8	\$29,280	\$30,227	\$31,168	\$32,108		\$33,146	\$34,186	\$35,225	\$35,634	\$36,134
9	\$30,607	\$31,072	\$32,015	\$32,959		\$33,995	\$35,035	\$36,073	\$36,481	\$36,981
10	\$30,978	\$31,921	\$32,859	\$33,805		\$34,847	\$35,888	\$36,922	\$37,330	\$37,830
11	\$31,826	\$32,774	\$33,714	\$34,656		\$35,697	\$36,734	\$37,771	\$38,179	\$38,679
12	\$32,674	\$33,618	\$34,560	\$35,507		\$36,543	\$37,583	\$38,621	\$39,028	\$39,528
13	\$33,526	\$34,471	\$35,407	\$36,355		\$37,391	\$38,433	\$39,467	\$39,875	\$40,375
14	\$34,373	\$35,317	\$36,258	\$37,204		\$38,244	\$39,284	\$40,317	\$40,727	\$41,227
15	\$35,225	\$36,165	\$37,104	\$38,054		\$39,090	\$40,135	\$41,169	\$41,576	\$42,076
16	\$36,073	\$37,015	\$37,958	\$38,900		\$39,942	\$40,980	\$42,016	\$42,425	\$42,925
17	\$36,922	\$37,865	\$38,806	\$39,751		\$40,790	\$41,830	\$42,863	\$43,275	\$43,775
18	\$37,771	\$38,710	\$39,654	\$40,597		\$41,638	\$42,679	\$43,716	\$44,124	\$44,624

SEIU SALARY SCHEDULE

2006	BASE	1 YR	2 YRS	3 YRS	4 YRS	10 YRS	15 YRS	20 YRS	25 YRS	30 YRS
1	\$24,325	\$25,296	\$26,268	\$27,243		\$28,312	\$29,381	\$30,451	\$30,872	\$31,387
2	\$24,913	\$25,881	\$26,851	\$27,827		\$28,897	\$29,966	\$31,033	\$31,451	\$31,966
3	\$25,787	\$26,757	\$27,725	\$28,703		\$29,768	\$30,838	\$31,907	\$32,329	\$32,844
4	\$26,664	\$27,634	\$28,600	\$29,574		\$30,640	\$31,715	\$32,780	\$33,200	\$33,715
5	\$27,533	\$28,503	\$29,476	\$30,451		\$31,516	\$32,592	\$33,654	\$34,076	\$34,591
6	\$28,410	\$29,380	\$30,348	\$31,324	\$31,682	\$32,396	\$33,467	\$34,531	\$34,954	\$35,469
7	\$29,284	\$30,258	\$31,223	\$32,200		\$33,269	\$34,338	\$35,404	\$35,825	\$36,340
8	\$30,158	\$31,134	\$32,103	\$33,071		\$34,140	\$35,211	\$36,281	\$36,703	\$37,218
9	\$31,526	\$32,004	\$32,975	\$33,948		\$35,015	\$36,086	\$37,155	\$37,576	\$38,091
10	\$31,907	\$32,879	\$33,845	\$34,819		\$35,892	\$36,965	\$38,029	\$38,450	\$38,965
11	\$32,780	\$33,758	\$34,725	\$35,696		\$36,768	\$37,836	\$38,904	\$39,324	\$39,839
12	\$33,654	\$34,627	\$35,597	\$36,572		\$37,639	\$38,710	\$39,779	\$40,199	\$40,714
13	\$34,531	\$35,505	\$36,469	\$37,446		\$38,512	\$39,586	\$40,651	\$41,071	\$41,586
14	\$35,404	\$36,377	\$37,346	\$38,320		\$39,391	\$40,462	\$41,527	\$41,949	\$42,464
15	\$36,281	\$37,250	\$38,217	\$39,195		\$40,262	\$41,339	\$42,404	\$42,823	\$43,338
16	\$37,155	\$38,125	\$39,097	\$40,067		\$41,140	\$42,209	\$43,277	\$43,698	\$44,213
17	\$38,029	\$39,001	\$39,970	\$40,943		\$42,013	\$43,085	\$44,149	\$44,573	\$45,088
18	\$38,904	\$39,871	\$40,844	\$41,814		\$42,887	\$43,959	\$45,028	\$45,448	\$45,963